



DEPARTMENT OF HEALTH & HUMAN SERVICES

National Institutes of Health

**National Institute of Child Health and Human Development
CONTRACEPTION AND INFERTILITY RESEARCH
LOAN REPAYMENT PROGRAM
CONTRACT (FORM 2756-3)**

Section 487B of Part G of Title IV of the Public Health Service Act ("Act"), as amended by Public Law 105-392, authorizes the Secretary of Health and Human Services ("Secretary") to repay the graduate and/or undergraduate educational loans of applicants selected to be participants in a "Loan Repayment Program for Research with Respect to Contraception and Infertility." The Secretary, in consultation with the Director of the National Institute of Child Health and Human Development (NICHD) has established a program, hereafter called the Contraception and Infertility Research Loan Repayment Program ("CIR-LRP") to provide such loan repayments. In return for these loan repayments, applicants must agree to participate in contraception or infertility research at an NICHD intramural laboratory or eligible NICHD-supported extramural site (laboratory/site) for an initial period of obligated service of not less than 2 years. An applicant becomes a participant in the Program only upon the signing of the Contract by the Director, NICHD, as the Secretary designate, and the applicant entering into this written Contract. The effective date of the Contract will be the date it is signed by the Director, NICHD, or the date employment/training begins at the laboratory/site, whichever is later.

The terms and conditions of participating in the Program are set forth below.

Section A - Obligations of the Secretary

Subject to the availability of funds authorized by the Congress of the United States for the NICHD and CIR-LRP, the Secretary agrees to:

1. Pay in the amount provided in paragraph 2 of this section, the undersigned applicant's pre-existing, qualifying graduate and/or undergraduate educational loans. Qualifying graduate and/or undergraduate educational loans consist of the principal, interest and related expenses on the government and commercial loans received by the applicant for the following expenses of enrollment in a graduate and/or undergraduate school:
 - a. tuition expenses;
 - b. all other reasonable educational expenses, including fees, books and laboratory expenses incurred by the applicant; or
 - c. reasonable living expenses as determined by the CIR-LRP.

2. Make loan repayments to the lenders following each full quarter of service by the participant, not to exceed \$35,000 per year for each year of obligated service.
3. Provide reimbursement for increased tax liability resulting from payments made pursuant to paragraph 1 of this section in an amount not to exceed 39 percent of the total of loan repayments made for each tax year in which such payments were made.
4. Make loan repayments for a year of obligated service no later than the end of the fiscal year in which the participant completes such year of service.
5. Accept the applicant into the CIR-LRP, and release the applicant from it upon completion of the obligated period of service set forth in this Contract.

Section B - Obligations of the Participant

The participant agrees to:

1. Serve his/her period of obligated service by participating in contraception or infertility research at the laboratory/site.
- 2.* Serve in accordance with paragraph 3 of this section for 2 years at _____, commencing on _____.

Contract extension for additional years may be available under the terms and conditions specified in Section F of this Contract.

3. Maintain full-time enrollment (as determined by the academic institution of study), and be in good academic standing (as determined by the academic institution of study) in an accredited institution if a graduate student.

Section C - Obligations of the Lenders

1. Accept loan repayments from the Secretary made on behalf of the participant.

Section D - Breach of Written Loan Repayment Contract

1. If the applicant agrees to serve for 2 years at the laboratory/site designated in Section B.2 and fails to complete the 2-year minimum period of obligated service at this laboratory/site, he/she shall be liable to pay monetary damages to the United States amounting to the sum of (a) the total amount paid by the United States to the lenders on behalf of the applicant as set forth in Section A.2 of this Contract, plus (b) an "unserved obligation penalty" of \$1,000 for each month unserved as set

forth in paragraph 2 of this section plus (c) any tax assistance paid plus (d) interest, penalties and administrative charges for past due payments unless:

- a. the participant transfers to another laboratory/site in which case the participant remains bound to any and all obligations of this written Contract, or

- b. the participant transfers to a site other than a laboratory/site, in which case he/she may not be liable for monetary damages as described above if, in the judgement of an Advisory Panel selected by the Director, NICHD, he/she continues to participate in contraception and/or infertility research for any remaining period of obligated service as set forth in this Contract.
2. The unserved obligation penalty is an amount equal to the number of months of obligated service that were not completed by the participant multiplied by \$1,000.
3. Any amount the United States is entitled to recover shall be paid within 1 year of the date the Secretary determines that the applicant is in breach of this written Contract. Failure to pay by the due date will incur delinquent charges provided by Federal Law (45 CFR 30.13).

Section E - Cancellation, Suspension and Waiver of Obligation

Any service or payment obligation may be canceled, suspended, or waived under certain circumstances described as follows:

1. In the event of death or permanent and total disability, the Secretary will cancel any service or payment obligation incurred by the participant. To receive cancellation in the event of death, the executor of the estate must submit an official death certificate to the Secretary. To receive cancellation for permanent and total disability, the participant or his/her representative must apply to the Secretary, submitting medical evidence of participants condition, and the Secretary may cancel this obligation in accordance with the applicable Federal statutes and regulations.
2. Upon receipt of supporting documentation, the Secretary may waive or suspend the participant's service or payment obligation incurred under this contract if the Secretary determines that:
 - a. meeting the terms and conditions of the contract is impossible or would involve extreme hardship, and
 - b. enforcement of the obligations would be unconscionable.

3. Deferment will be granted by the Secretary in the event of long-term illness.

Supporting documentation should be sent to:

Contraception and Infertility Research Loan Repayment Program
Center for Population Research
National Institute of Child Health and Human Development, NIH
Building 61E, Rm. 8B01,
Bethesda, Maryland 20892-7510

For courier deliveries, the following address should be used:

Contraception and Infertility Research Loan Repayment Program
Center for Population Research
National Institute of Child Health and Human Development, NIH
6100 Executive Boulevard, Rm. 8B01
Rockville, Maryland 20852

Section F - Contract Extension

1. The applicant may, in accordance with the procedure established by the Secretary, request an extension of this Contract on an annual basis.
2. Subject to the availability of funds authorized by the Congress of the United States for the CIR-LRP and NICHD, the Secretary may approve a request for Contract extension if the applicant remains eligible for continued participation in the CIR-LRP.
3. If the applicant's Contract is extended, the Secretary will, based upon the amount of the applicant's remaining qualifying graduate and/or undergraduate educational loans, pay in accordance with amounts set forth in Section A.2 of this Contract.
4. If the applicant agrees to serve for additional periods of obligated service, and fails to complete an additional period of obligated service, then he/she shall be liable to the United States for amounts as set forth in Section D.2.

The Secretary or his/her authorized representative must sign this contract before it becomes effective.

Applicant Name (Please Print)

Applicant Signature*

Date

Secretary of Health and Human Services or Designee

Date

*Before signing, be sure you have completed Section B.2 on page 1 of this Contract.